

Section 4.2. Easements with Covenants and Restrictions.

During the Inspection Period as defined in Section 4.3, the parties shall negotiate in good faith and approve such ECR and related documents in recordable form, and with terms that shall run with the land and bind the Purchaser, and any of Purchaser's successors and assigns, (i) from using the Donation Tract, or any part thereof for the development of any commercial or residential use or purpose, but limiting such use to governmental conservation or park purposes, except that any building constructed for use in connection with such purposes shall not exceed a footprint greater than 6,000 square feet or a maximum total square footage of all buildings on the Donation Tract of 12,000 square feet, and (ii) requiring the Purchaser to (a) plant and maintain landscape screening along the westerly boundary of the Donation Tract to serve as a buffer between the Donation Tract and the Retained Tract that shall be in compliance with the Purchaser's regulations governing landscaped buffers and (b) provide an easement at least fifty (50) feet in width for ingress and egress from McFee Road, over and across the Purchase Tract and the Donation Tract, to the Retained Tract (the "Access Easement"), the location of which shall be subject to change at the election of the Purchaser to fit with or accommodate the needs of the access approved in the initial Master Plan approved for the Purchaser's use of the Property. After such initial Master Plan is approved, the location of the Access Easement shall not be further changed without the prior written consent of the owner of the Retained Tract, which consent shall not be unreasonably withheld if such changes do not materially adversely affect the access of the Retained Tract to McFee Road and do not materially increase the cost of constructing the driveway from the Retained Tract. The road and any related improvements constructed in the Access Easement (the "Road Improvements") shall comply with the Purchaser's regulations for a public road. When the Purchaser develops and constructs the public park on the Property, Purchaser shall construct the Road Improvements in the Access Easement at its expense to the point reasonably determined by the Purchaser as required to provide access for such park improvement to McFee Road. The owner of the Retained Tract may, at its option and expense, construct the Road Improvements in the Access Easement to connect to the Road Improvements constructed by Purchaser, or in the event that Purchaser has not constructed any Road Improvements, the owner of the Retained Tract may construct the Road Improvements through the entire Access Easement to McFee Road at its expense. Upon completion, the Road Improvements shall be maintained by the Purchaser as a public road.